

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ABINGDON DIVISION**

UNITED STATES OF AMERICA)	
)	Case No. 1:07CR00029
)	
)	
v.)	ORDER DIRECTING PARTIES
)	TO PROVIDE INFORMATION
THE PURDUE FREDERICK)	
COMPANY, INC., ET AL.,)	By: James P. Jones
)	Chief United States District Judge
Defendants.)	

The court must decide whether to accept or reject the plea agreements submitted in this case. If the court accepts the plea agreements, sentencing will be held on July 20, 2007, in accord with the plea agreements. If the court rejects the plea agreements, the court is required under Rule 11(c)(5) to permit the guilty pleas to be withdrawn and the government will dismiss the charges without prejudice to the possible future prosecution of the defendants. The court may accept one or more of the plea agreements and reject others.

In order to assist the court in making the decision to accept or reject the plea agreements, the court directs the parties to provide certain information as set forth herein. The procedure to be followed is that the party designated in the question will file a written answer or information requested within 10 days. Any other party then may file a supplemental response, if filed within 7 days of the original answer. As

used herein, “Purdue” means the defendant The Purdue Frederick Company, Inc., and any affiliated company or entity (including those set forth in Attachment A to the Purdue Plea Agreement). Unless the context indicates otherwise, the word “Plea Agreement” includes all of the plea agreements and documents referenced therein.

Questions to be Answered by the Government.

1. The Plea Agreements preclude court-ordered restitution to any individual victims of the crimes charged, such as the costs of medical care and rehabilitation. As stated in the Plea Agreements, the parties rely on the provision of the Mandatory Victims Restitution Act, 18 U.S.C. § 3663(a)(1)(B)(ii), which provides that the complication and prolongation of the sentencing process resulting from the fashioning of an order of restitution may outweigh the need to provide restitution. State the facts that support the application of this provision.
2. What efforts has the Government undertaken in this case to comply with the Crime Victims Rights Act, 18 U.S.C. § 3771, and in particular, the right to notice to individual victims of court proceedings and the right to be reasonably heard by the court?
3. Why do the Plea Agreements not provide for payments to fund professional assistance to those addicted to OxyContin or harmed by it or other prescription drug abuse, such as drug counseling or other medical or rehabilitative treatment?
4. Describe the nature of the improperly calculated Medicaid rebates as set forth in paragraph 3.a(1) of the Purdue Plea Agreement and describe how the payment figure was arrived at.
5. Does the Civil Settlement Agreement limit the ability of beneficiaries of federal health care programs to obtain payment or reimbursement for prescriptions for OxyContin?

6. Describe the expected use of the funds allocated in the Plea Agreements for operating the Virginia Prescription Monitoring Program.
7. Describe the expected use of the funds allocated to the Virginia Medicaid Fraud Control Unit's Program Income Fund.
8. Describe the nature of the expected "monitoring costs" set aside to be expended by Purdue in connection with the Corporate Integrity Agreement.
9. State why it is appropriate in this case that the individual defendants receive non-incarcerative sentences.

Questions to be Answered by Purdue.

10. Provide financial statements for Purdue covering the calendar years 1995 through 2006. Provide a current balance sheet for Purdue.
11. State the dollar amount of gross sales of OxyContin by Purdue for each of the years 1995 through 2006.
12. State the percentage of gross sales of OxyContin by Purdue of the total gross sales by Purdue for each of years 1995 through 2006.
13. Do the private civil liabilities related to OxyContin as described in paragraph 3.d of the Purdue Plea Agreement cover liabilities other than those to individuals who claim to have been harmed by the use of OxyContin?
14. If any of the civil liabilities covered in paragraph 3.d have been paid or agreed to be paid, state the amount of each such civil liability, the identity of the recipient, and the nature of the claim settled.
15. Does the amount referred to in paragraph 3.d of the Purdue Plea Agreement include Purdue's defense costs?

Question to be Answered by Each Individual Defendant.

16. State the total amount of compensation paid to each of you by Purdue during the years 1995 through the current date.

It is so **ORDERED**.

ENTER: May 18, 2007

/s/ JAMES P. JONES
Chief United States District Judge